

1 1.2 At all times material hereto, plaintiff Landon L.
2 Claro was an individual residing in the State of Washington.

3 1.3 At all times material hereto, defendant Ash Grove
4 Cement Company ("Ash Grove") was a foreign corporation doing
5 business in the State of Washington.

6 **II. LIABILITY**

7 2.1 On or about June 25, 2019 at approximately 1;40 p.m.,
8 plaintiff Claro was working at premises located at or around 3801
9 East Marginal Way South in Seattle, Washington.

10 2.2 At all times material hereto, defendant Ash Grove was
11 the owner and/or operator of the above-referenced premises and/or
12 were otherwise conducting business on said premises.

13 2.3 At all times material hereto, defendant Ash Grove
14 exercised pervasive control over the work such that Ash Grove
15 had a duty to keep that work site safe for all workers.

16 2.4 At all times material hereto, defendant Ash Grove had
17 a non-delegable duty to ensure that the work site was in
18 compliance with WISHA job safety regulations.

19 2.5 At the above referenced time and place, plaintiff Claro
20 was working when a roll-up bay door came down suddenly and struck
21 him on the left shoulder and head, causing him severe personal
22 injuries.
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1 2.6 Plaintiff's fall was proximately caused by the
2 negligence of defendant Ash Grove. Said negligence includes but
3 is not limited to: breach of the non-delegable duty to comply
4 with WISHA job safety regulations, violation of WAC 296-800-
5 11005, violation of WAC 296-800-11010, violation WAC 296-800-
6 11015, breach of the duty to exercise reasonable care to keep its
7 work site in a safe condition, breach of the duty to inspect for
8 and remediate safety hazards.

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10 **III. DAMAGES**

11 3.1 As a direct and proximate cause of the above-referenced
12 incident, plaintiff Claro was caused to be severely injured.

13 3.2 Although medical attention and supportive remedies have
14 been resorted to, said injuries, together with pain, discomfort,
15 limitation of movement, prevail and will continue to prevail for
16 an indefinite time into the future.

17 3.3 Plaintiff has incurred and will likely continue to
18 incur medical expenses and other expenses to be proved at the
19 time of trial.

20 3.4 Plaintiff has incurred a loss of earnings and a
21 diminished earning capacity in an amount to be proved at the time
22 of trial.

23 3.5 Plaintiff has incurred general damages in an amount to
24 be proved at the time of trial.
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DANIEL R. WHITMORE

COMPLAINT FOR PERSONAL INJURIES - 4

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